

DEP AGREEMENT NO. S0074

STATE OF FLORIDA  
GRANT ASSISTANCE  
PURSUANT TO LINE ITEM 1685 OF THE 2003/2004 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the LEON COUNTY, FLORIDA, whose address is 2280 Miccosukee Road, Tallahassee, Florida 32308 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide funding for improvements to the Miccosukee Canopy Road Greenway and the J.R. Alford Greenway.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A (Project Work Plan), and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin upon execution by both parties and end no later than April 30, 2004, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
  - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$45,308.00 toward the total project cost estimate of \$45,308.00. If the Grantee finds, after receipt of competitive bids, that the work described in Attachment A cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in Attachment A to provide for the work that can be accomplished for the funding identified above.
  - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as Attachment B). In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. No travel is authorized under this Agreement.
  - C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [www.dbf.state.fl.us/aadir/reference\\_guide](http://www.dbf.state.fl.us/aadir/reference_guide).
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit quarterly invoices in conjunction with quarterly progress reports describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. The final report, in conjunction with the final invoice, is due to the Department's Grant Manager no later than April 20, 2004.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
  - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
10. In addition to the provisions contained in paragraph 9 above, the Grantee shall comply with the applicable provisions contained in Attachment C. A revised copy of Attachment C, Exhibit-1, must be provided to the Grantee with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment C. If the Grantee fails to receive a revised copy of Attachment C, Exhibit-1, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
11.
  - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
  - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. The Department's Grant Manager for this Agreement is identified below.

Destiny Bryant  
Department of Environmental Protection  
Office of greenways and Trails  
3900 Commonwealth Boulevard, M.S. 795  
Tallahassee, FL 32399-3000  
Phone: (850) 245-2052  
SunCom: 205-2052  
Fax: (850) 245-2083  
SunCom Fax: 205-2083  
E-mail: destiny.bryant@dep.state.fl.us

15. The Grantee's Grant Manager for this Agreement is identified below.

Paul Cozzie  
Leon County Parks and Recreation  
2280 Miccosukee Road  
Tallahassee, FL 32308  
Phone: (850) 488-0221  
SunCom: 278-0221  
Fax: (850) 487-3072  
E-mail: cozziep@mail.co.leon.fl.us

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

17. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

18. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

19. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Agreement.

20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.

21. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
22. The Grantee agrees to procure and maintain policies of fire, extended risk, and liability insurance coverage in an amount equal to the full insurable replacement value of any improvements made and/or fixtures installed at the Miccosukee Canopy Road Greenway and the J.R. Alford Greenway. The Grantee is responsible for maintaining insurance on the improvements and/or fixtures in accordance with the DEP/OGT – Leon County, Sublease Agreement No. 4259-01 and Sublease Agreement No. 4308-01, respectively. Upon termination of the Sublease Agreements, the Grantee agrees that all improvements/fixtures at the subject sites shall be transferred to the Florida Department of Environmental Protection. The parties hereto understand and agree that this provision shall survive the completion date of this Agreement.
23. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

LEON COUNTY, FLORIDA

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Tony Grippa, Chairman  
Board of County Commissioners

By: \_\_\_\_\_  
Secretary or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

\_\_\_\_\_  
Destiny Bryant, DEP Grant Manager

BY: \_\_\_\_\_

Theresa L. Halpern  
DEP Contracts Administrator

Approved as to Form:  
Leon County Attorney's Office

Approved as to form and legality:

BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

Marcus B. [Signature]  
DEP Attorney

FEID No.: 59-6000708

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee or must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (5 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>Special Audit Requirements (5 Pages)</u>

## ATTACHMENT A

## PROJECT WORK PLAN

## Miccosukee Canopy Road Greenway and J.R. Alford Greenway

## PROJECT HISTORY AND DESCRIPTION:

The Office of Greenways and Trails (OGT) subleases the Miccosukee Canopy Road Greenway property (501.4 acres) and the J.R. Alford Greenway property (874.2 acres) to Leon County. The Leon County Parks and Recreation Department manages the project. This Agreement will provide for informational signage, a water fountain, and a wildlife observation pier.

**DELIVERABLES:**

Quarterly Reports

Funding Acknowledgement Sign (as described on Page 6)

Final Invoice and Report Due: April 20, 2004

**TIMELINE – Miccosukee Canopy Road Greenway**

10/03	Estimated Completion/Installation of Information Kiosks
1/04	Estimated Completion/Installation of Park Signs and Trail Symbols

**TIMELINE – J.R. Alford Greenway**

09/03	Estimated Completion/Installation of Water Fountain
10/03	Estimated Completion/Installation of Information Kiosks
1/04	Estimated Completion/Installation of Park Signs and Trail Symbols
3/04	Estimated Completion/Installation of Observation Pier

**BUDGET**

The total cost of the project is estimated at \$45,308. The Department is providing \$45,308 under this Agreement.

**Miccosukee Canopy Road Greenway**

- |   |             |
|---|-------------|
| 1. Information Sign Kiosks (4): 8' x 8' double sided, pine lumber with cedar shingles, as made by Litchfield Industries Model 1086, or equivalent. Estimated cost including installation \$2,250 each.  | \$ 9,000.00 |
| 2. Park Signs and Trail Symbols: As manufactured by Plastic Lumber Company, Inc., or equivalent from recycled plastic materials. Estimated cost and quantities as follows:<br>8" x 8" Trail Symbol Signs (96 @ \$38.00 each)= \$3,648.00<br>12" x 12" Informational Signs (12 @ \$75 each)= \$900.00<br>4" x 4" Plastic Lumber Posts (40 @ \$85 each)= \$3,400.00 | \$ 7,948.00 |

**J.R. Alford Greenway**

- |   |             |
|---|-------------|
| 1. Information Sign Kiosks (2): 8' x 8' double sided, pine lumber with cedar shingles, as made by Litchfield Industries Model 1086, or equivalent. Estimated cost including installation \$2,250 each.  | \$ 4,500.00 |
| 2. Park Signs and Trail Symbols: As manufactured by Plastic Lumber Company, Inc., or equivalent, from recycled plastic materials. Estimated cost and quantities as follows:<br>8" x 8" Trail Symbol Signs (70 @ \$38.00 each)= \$2,660.00<br>12" x 12" Informational Signs (6 @ \$75 each)= \$450.00<br>4" x 4" Plastic Lumber Posts (30 @ \$85 each)= \$2,550.00 | \$ 5,660.00 |
| 3. Water Fountain for new parking area, as manufactured by Stern-Williams, Model 5700, or equivalent.   | \$ 2,200.00 |
| 4. Observation Pier: For observation of waterfowl and wildlife near southeastern end of Alford Greenway   | \$16,000.00 |

---

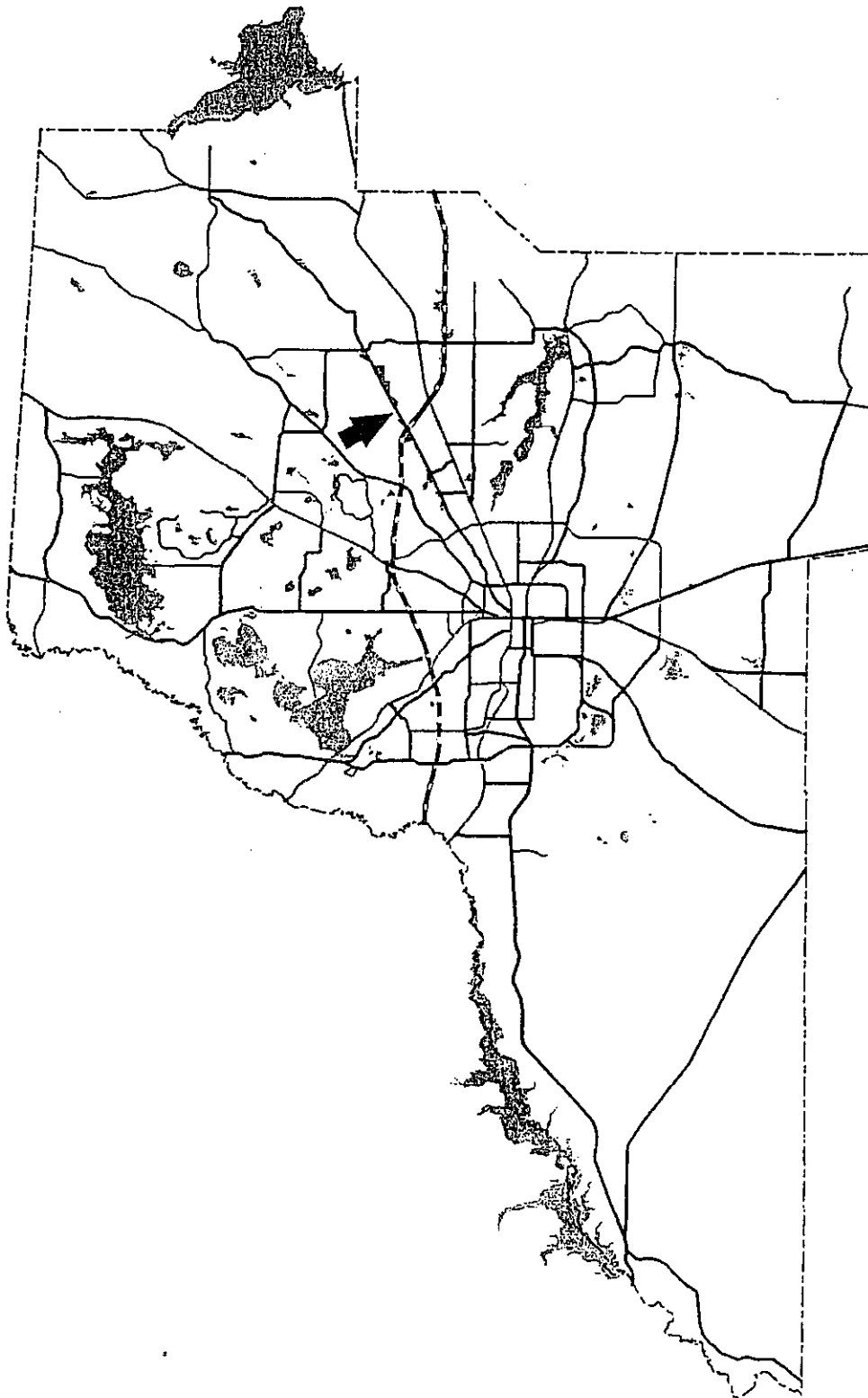
Total Funding:	\$45,308.00
----------------	-------------

# Map 2: Vicinity.

Miccosukee Canopy Road

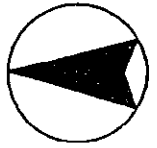
## Legend

- Leon County Boundary
- MCRG
- Lakes
- Major Streets
- Interstates
- Federal
- Major
- Minor
- City of Tallahassee

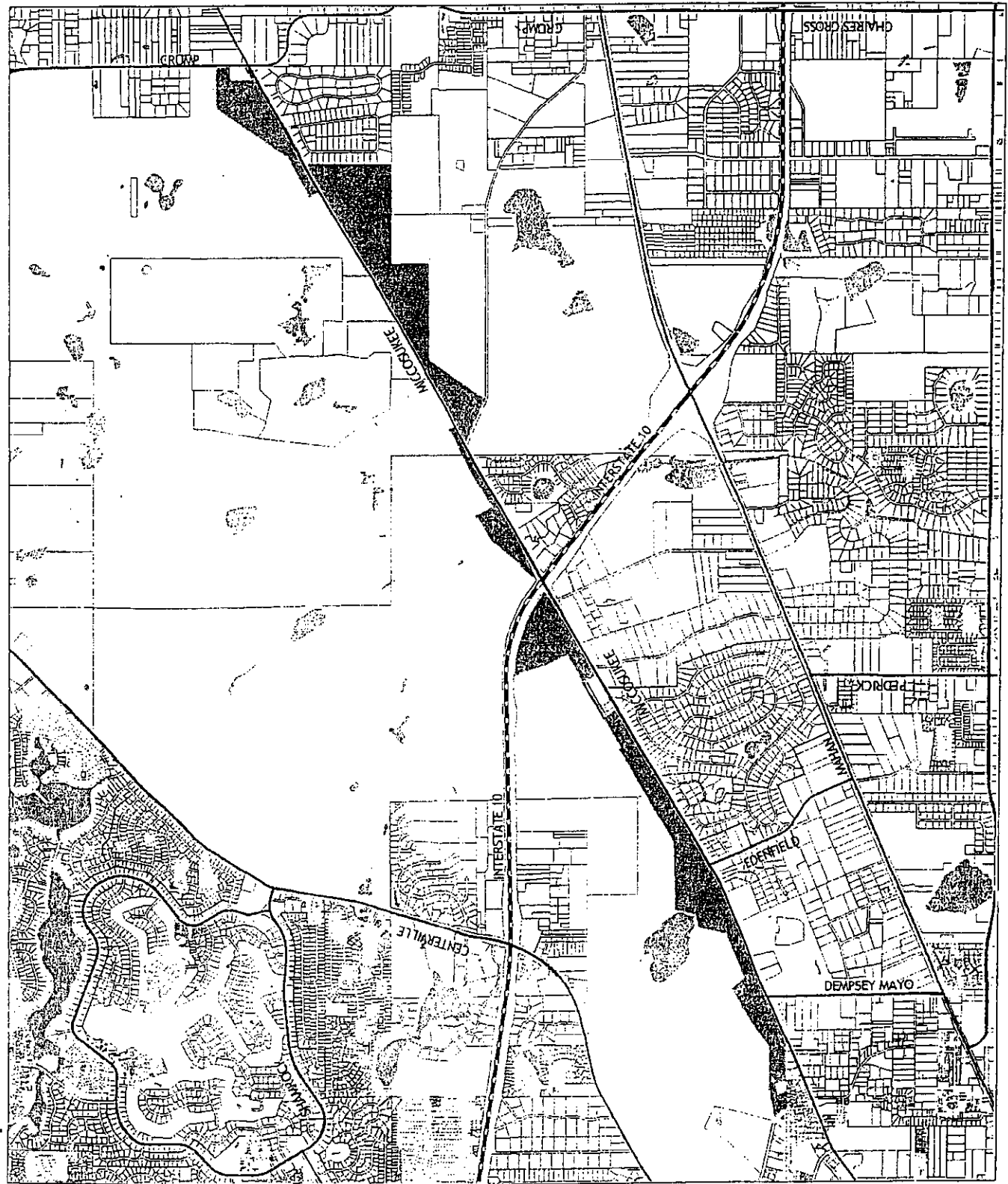


NOTE: This product has been compiled from the most accurate source data from Leon County and the City of Tallahassee. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County and the City of Tallahassee assume no responsibility for any use of the information contained herein or any loss resulting therefrom. Any parcel data displayed is considered to be in draft form and the Property Appraiser assumes no responsibility for this layer.

December 2000



Map 1: Location.

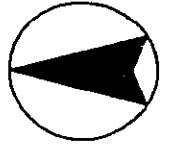


**Legend**

- Surface Water
- Property Parcels
- MCRG
- Major Streets
- Interstates
- Federal
- Major
- Minor

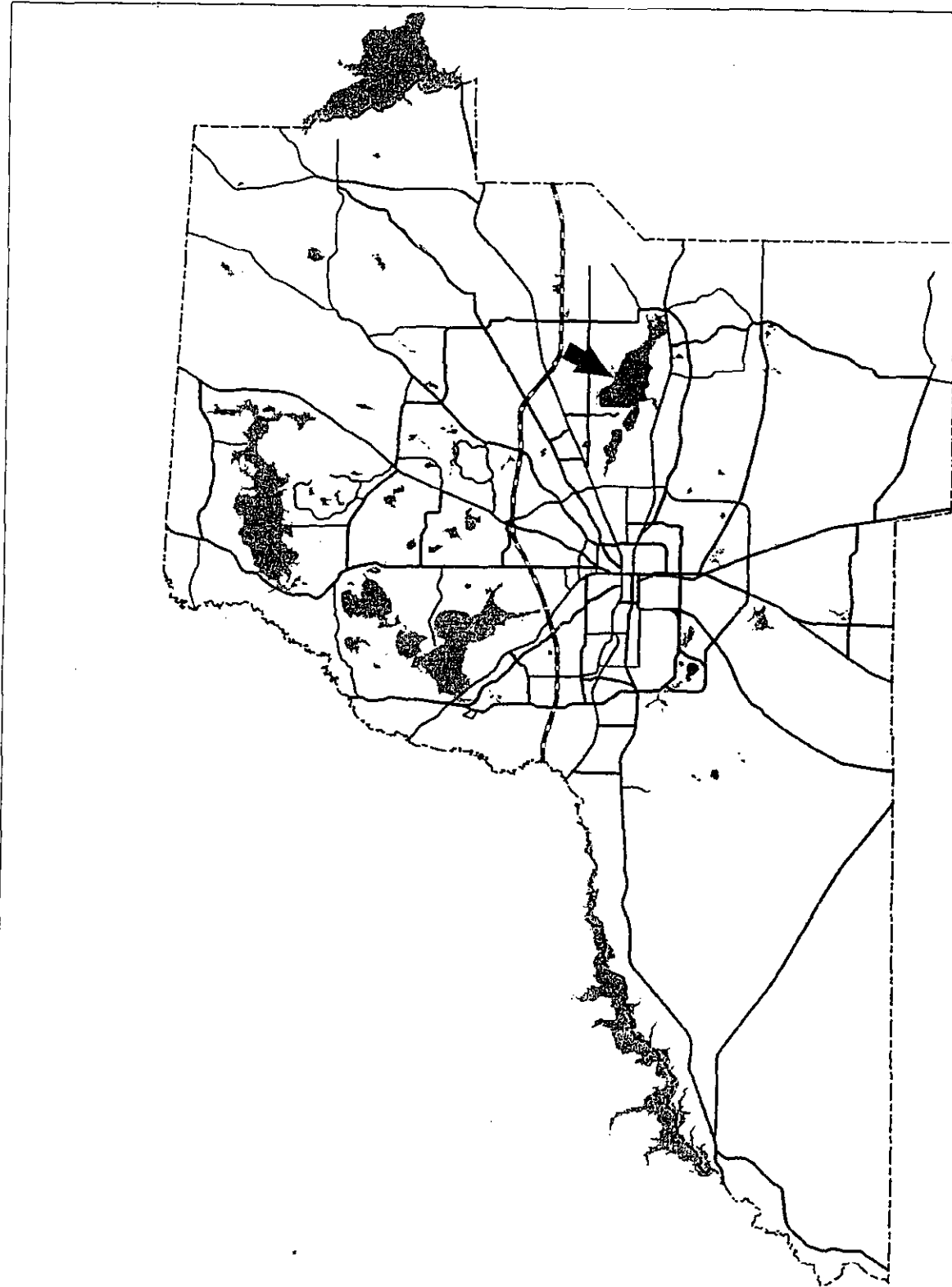
NOTE: This product has been compiled from the most accurate source data from Leon County and the City of Tallahassee. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County and the City of Tallahassee assume no responsibility for any use of the information contained herein or any loss resulting therefrom. Any parcel data displayed is considered to be in draft form and the Property Appraiser assumes no responsibility for this layer.

December 2000





# Map 2: Vicinity.



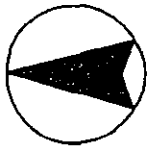
## Legend

- Alford Arm Greenway
- Leon County Boundary
- Lakes
- Major Streets
- Interstates
- Federal
- Major
- Minor
- City of Tallahassee

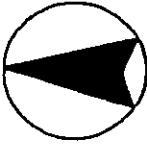
NOTE: This product has been compiled from the most accurate source data from Leon County and the City of Tallahassee. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County and the City of Tallahassee assume no responsibility for any use of the information contained herein or any loss resulting therefrom. Any parcel data displayed is considered to be in draft form and the Property Appraiser assumes no responsibility for this layer.

September 2002

Attachment # 1  
Page 9 of 17



8 Miles



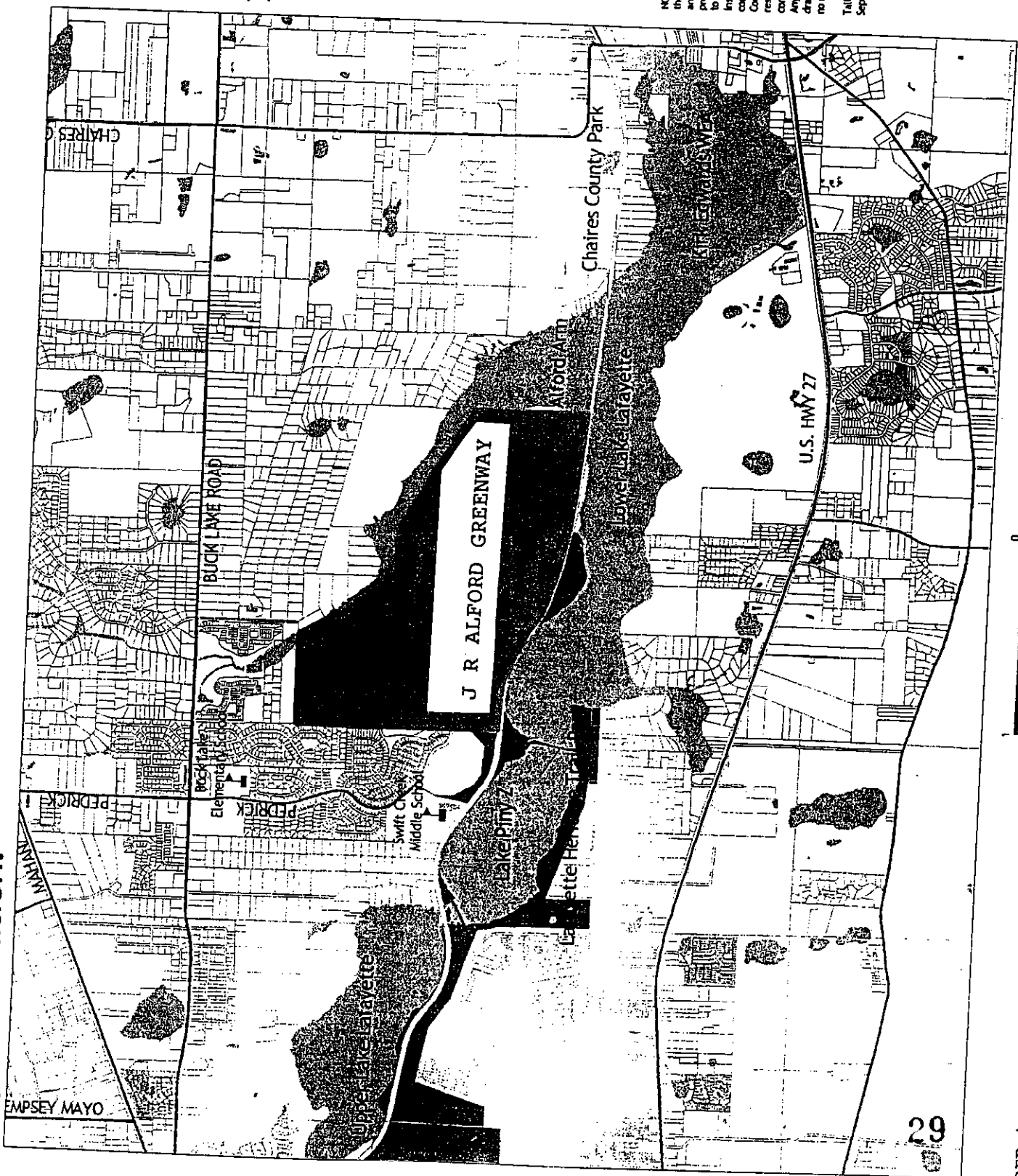
NOTE: This product has been compiled from the most accurate source data from Leon County and the City of Tallahassee. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County and the City of Tallahassee assume no responsibility for any use of the information contained herein or any loss resulting therefrom. Any parcel data displayed is considered to be in draft form and the Property Appraiser assumes no responsibility for this layer.

Tallahassee - Leon County Planning Department  
September 2002

# Legend

- Alford Arm Greenway
- Surface Water
- Property Parcels
- Major Streets
- Interstates
- Federal
- Major
- Minor
- Kirk Edwards WEA
- City Park
- City Limits

Map 1: Location.



1 Miles

### Funding Acknowledgement Sign Requirements

The project sponsor is required to erect a permanent sign crediting the Florida Department of Environmental Protection, Office of Greenways and Trails, for funding assistance. The sign must include the OGT color logo and the text crediting OGT for funding assistance as shown in the example below. At a minimum, the sign should be 12 inches wide by 6 inches high and constructed of appropriate materials durable for a minimum of twenty-five years after the project construction is complete. The sign design must be approved by OGT prior to construction. Upon construction completion the sign must be displayed at a major access point for the trail before final reimbursement is processed.



Funding Assistance Provided by  
the Florida Department of  
Environmental Protection  
Office of Greenways and Trails

**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: \_\_\_\_\_

GRANTEE'S GRANT MANAGER: \_\_\_\_\_

DEP AGREEMENT NO.: \_\_\_\_\_

PAYMENT REQUEST NO.: \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_

PERFORMANCE  
PERIOD: \_\_\_\_\_AMOUNT  
REQUESTED: \$ \_\_\_\_\_PERCENT MATCHING  
REQUIRED: \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$		\$
Fringe Benefits	\$	\$		\$
Travel (if authorized)	\$	\$		\$
Subcontracting:				
Planning	\$	\$		\$
Design	\$	\$		\$
Construction	\$	\$		\$
Construction Related Costs	\$	\$		\$
Equipment Purchases	\$	\$		\$
Supplies/Other Expenses	\$	\$		\$
Land	\$	\$		\$
Overhead	\$	\$		\$
<b>TOTAL REQUESTED</b>	<b>\$</b>	<b>\$</b>		<b>\$</b>
<b>TOTAL GRANT AGREEMENT</b>				
Less Total Cumulative Payments of:				
<b>TOTAL REMAINING IN GRANT</b>				

**GRANTEE CERTIFICATION**

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

Form DEP 55-223

29

## ATTACHMENT C

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <http://sun6.dms.state.fl.us/fsaa/catalog.htm> or the Governor's Office of Policy and Budget website located at <http://www.eog.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.flgov.com/>, Department of Financial Services' Website <http://www.dbf.state.fl.us/> and the Auditor General's Website <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



## EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:				
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	State Appropriation Category
Original Agreement	Conservation and Recreation Lands Trust Fund - GAA Line Item No. 1685	2003/2004	37.053	103886

Total Award	\$45,308.00
-------------	-------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sun6.dms.state.fl.us/fsaa/>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.